

ROCKETCLUB, INC.

2015 BANTER! STOCK APPRECIATION UNIT PLAN AWARD AGREEMENT

THIS AGREEMENT, is made effective as of Jan 3, 2016 (the "Grant Date"), by and between RocketClub, Inc., a Delaware corporation ("RocketClub"), and Emily Lien (the "Participant").

WHEREAS, RocketClub has established the RocketClub, Inc. 2015 Banter! Stock Appreciation Unit Plan and attached as Exhibit A hereto (the "Plan"), for the purpose of providing an incentive to personnel for services provided in connection with RocketClub's engagement by Banter! on the Banter! Campaign.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein and in the Plan, RocketClub and the Participant hereby agree as follows:

1. **STOCK APPRECIATION UNITS.** RocketClub hereby grants to the Participant, as a matter of separate agreement and not in lieu of any other compensation or fees for services, 82 Stock Appreciation Units upon the terms and conditions set forth herein and the Plan.
2. **PLAN INCORPORATED BY REFERENCE.** It is understood that the Plan is incorporated herein by reference and is made part of this Agreement as if fully set forth herein. All capitalized terms used in this Agreement shall have the meaning used in the Plan unless otherwise specifically defined in this Agreement. The Plan document shall control in the event there is any conflict either between the Plan and this Agreement or as to any matters not contained in this Agreement.
3. **NO RIGHTS AS A STOCKHOLDER.** The Stock Appreciation Units granted under this Agreement shall not entitle the Participant, or any other person succeeding to his or her rights, to any dividend, voting or other right as a stockholder of RocketClub.
4. **NOT AN EMPLOYMENT CONTRACT.** Neither this Agreement nor participation in the Plan shall be construed as creating an agreement as to employment with RocketClub or any of its Affiliates.
5. **TAXES.** The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of receipt of the Stock Appreciation Units hereunder and the transactions contemplated by this Agreement and the Plan. The Participant is relying solely on such advisors and not on any statements or representations of RocketClub or any of its agents. The Participant understands that the Participant (and not RocketClub) shall be responsible for any tax liability that may arise as a result of the transactions contemplated by this Agreement and the Plan.
6. **GOVERNING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, excluding any choice of law rules that may

direct the application of the laws of another jurisdiction.

PARTICIPANT

ROCKETCLUB, INC.

Name: _____

By: _____

Signature: _____

Name, Title: _____

EXHIBIT A

RocketClub, Inc.

2015 Banter! Stock Appreciation Unit Plan

Adopted Jul 1, 2015

1. PURPOSE AND EFFECTIVE DATE.

The purpose of the 2015 Banter! Stock Appreciation Unit Plan (this "Plan") is to promote the best interests of RocketClub, Inc., a Delaware corporation ("RocketClub"), and its stockholders by enabling RocketClub to attract and retain the services of certain individuals through the grant of Stock Appreciation Units, in connection with RocketClub's engagement by Banter! (the "Campaign Company") for its Banter! Campaign (the "Project"), upon whose judgment, interest, skills, and special effort the successful completion of such engagement is largely dependent. The Plan shall become effective Jul 1, 2015 in connection with RocketClub's completion of its engagement on the Project.

2. DEFINITIONS.

- a. **"Administrator"** means the Board or any committee of the Board which has been delegated authority to administer the Plan.
- b. **"Affiliate"** means any entity that, directly or through one or more intermediaries, is controlled by, controls, or is under common control with, RocketClub.
- c. **"Award Agreement"** means a written agreement between a Participant and RocketClub that sets forth the terms and conditions of the Participant's award of Stock Appreciation Units, as determined by the Administrator. Each Award Agreement shall be subject to the terms and conditions of the Plan.

- d. **"Board"** means the Board of Directors of RocketClub.
- e. **"Campaign Company"** means Banter!.
- f. **"Campaign Shares"** means []% of the total number of shares of other units of equity, as applicable, of the Campaign Company that are issuable to RocketClub under the Warrant, with such "issuable" amount subject to appropriate and corresponding reduction in the event the Warrant is exercised (in fact or effectively) in whole or in part on a net or non-cash exercise basis.
- g. **"Consultant"** means any person, including an advisor, contractor and/or consultant, engaged by RocketClub or any Affiliate to render consulting, contractor and/or advisory services thereto and who is compensated for such services including through a grant of Stock Appreciation Units hereunder.
- h. **"Director"** means a member of the Board or a member of the board of directors of any Affiliate.
- i. **"Employee"** means any person employed by RocketClub or any Affiliate. Mere service as a Director or payment of a director's fee by RocketClub shall not be sufficient to constitute "employment" by RocketClub.
- j. **"Liquidity Event"** means RocketClub's, or its successor in interest's, sale or other disposition of the Campaign Shares for cash in connection with (i) a merger or acquisition of the Campaign Company, (ii) a sale of all or substantially all of the assets of the Campaign Company, or (iii) another transaction in which RocketClub transfers its interest in the Campaign Shares to a third party for cash other than in connection with a merger, acquisition or similar transaction involving RocketClub where RocketClub's successor in interest retains title to the Campaign Shares, provided however, that (iv) in the event RocketClub receives any non-cash consideration for the Campaign Shares in connection with an event under the foregoing (i), (ii) or (iii), then a "Liquidity Event" shall (A) include both such applicable event under the foregoing (i), (ii) or (iii) and RocketClub's, or its successor in interest's, subsequent exchange, transfer or other disposition of such non-cash consideration for cash and (B) in no event be deemed to have been completed for purposes of any final calculation or timing of payments to be made hereunder, until such disposition of non-cash consideration for cash.
- k. **"Net Sales Proceeds"** means the total net cash consideration received by RocketClub for the Campaign Shares from the Liquidity Event any after deduction of all transaction costs, exercise prices, taxes, professional expenses, commissions, and other expenses incurred by RocketClub in connection with such Liquidity Event (other than payments to be made to Participants pursuant to this Plan in connection with such Liquidity Event); provided that "Net Sales Proceeds" (i) shall not include any contingent payments, escrowed funds or earn-out payments which are part of such Liquidity Event and potentially payable to RocketClub in relation to the Campaign Shares, and (ii) may be reduced by potential indemnity payments to be paid or payable by RocketClub in connection with the Liquidity Event, all as determined by

the Administrator in its sole and absolute discretion.

- l. **"Participant"** means an Employee or Consultant who is designated by the Administrator to receive Stock Appreciation Units pursuant to the Plan.
- m. **"Payout Price"** means the Net Sales Proceeds divided by the Total Units.
- n. **"Plan"** means this 2015 Banter! Stock Appreciation Unit Plan, which is a long-term bonus plan under which a bonus shall be paid to a Participant based on Stock Appreciation Units granted to such Participant on terms and conditions set forth herein and in the Participant's Award Agreement.
- o. **"Project"** means the Banter! Campaign in connection with RocketClub provides its services and licenses its proprietary platform to the Campaign Company.
- p. **"RocketClub"** means RocketClub, Inc., a Delaware corporation.
- q. **"Stock Appreciation Unit"** means a measurement of value payable to a Participant hereunder and based on the value of the Campaign Shares on a Liquidity Event. The terms of the Stock Appreciation Unit for a particular Participant are set forth herein and in such Participant's Award Agreement.
- r. **"Securities Act"** means the Securities Act of 1933, as amended.
- s. **"Total Units"** means the total number of Stock Appreciation Units issued and outstanding hereunder at the time of calculation thereof.
- t. **"Warrant"** means the warrant exercisable for certain equity of Campaign Company and issued to RocketClub in connection with the Project.

3. ADMINISTRATION.

- a. **General.** The Plan shall be administered by the Administrator. The Administrator shall have discretionary authority to administer the Plan, construe and interpret the terms and provisions of the Plan and any Award Agreement, and adopt and revise such rules and regulations for the administration of the Plan as it deems necessary in its sole and absolute discretion. Subject to the terms of the Plan, the Administrator shall designate the Participants who shall participate in the Plan, determine the number of Stock Appreciation Units granted under the Plan to each Participant, and determine all other terms, conditions and limitations of each award and otherwise make all other determinations of any kind and nature necessary or advisable for the administration of this Plan and the issuance of Award Agreements pursuant hereto.
- b. **Determinations Final.** The actions, determinations and decisions of the Administrator respecting the Plan, the granting and terms of Award Agreements, and the administration of

the Plan, shall be final, conclusive and binding upon all parties concerned, including, but not limited to, RocketClub, its stockholders, the Participants and any Employee or Consultant.

- c. **Indemnification.** The Administrator shall not be liable for any act done or determination made in good faith. No bond or other security shall be required of the Administrator for the faithful performance of its duties hereunder. In addition to such other rights of indemnification as the Administrator may have as an officer or Director of RocketClub, the Administrator shall be indemnified, defended and held harmless by RocketClub against all claims, costs and expenses reasonably incurred by it in connection with any action, suit or proceeding to which it may be party by reason of any action taken or failure to act under or in connection with the Plan or any Award Agreement, and against all amounts paid by it in settlement thereof or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except a judgment based upon a finding of bad faith; provided that upon the institution of any such action, suit or proceeding, the Administrator shall give RocketClub written notice thereof and an opportunity, at its own expense, to handle and defend the same before the Administrator undertakes to handle and defend it on its own behalf.

4. ELIGIBILITY.

Participants in the Plan shall be selected by the Administrator from among those Employees and Consultants participating in the Project as the Administrator may designate from time to time in its sole discretion. The Administrator shall consider such factors as it deems appropriate in selecting Participants and in determining the amount and terms of their respective awards of Stock Appreciation Units.

5. STOCK APPRECIATION UNITS AVAILABLE UNDER PLAN.

- a. **Number of Stock Appreciation Units.** The total number of Stock Appreciation Units available to be granted during the term of this Plan shall be determined by the Administrator. If any Stock Appreciation Units expire, are canceled or forfeited prior to redemption, such Stock Appreciation Units shall automatically revert back into and be available for issuance again under the Plan.
- b. **Equitable Adjustment.** The actions, determinations and decisions of the Administrator respecting the Plan, the granting and terms of Award Agreements, and the administration of the Unless otherwise determined by the Administrator, no adjustment shall be made to the awards of Stock Appreciation Units for any type of dilution, intended or unintended, including any dividend or other distribution (whether in the form of stocks, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of stocks or other securities of RocketClub, issuance of warrants or other rights to purchase units or other securities of RocketClub, or other similar transaction or event affecting stock of RocketClub; provided, however, that such adjustment may be made in order to prevent enlargement of the benefits to be received pursuant to such award(s) of Stock Appreciation Units. In the event any adjustment is made pursuant to this Section 5(b), then the Administrator shall, in such

manner as it may deem equitable and without requiring the consent of any Participant (or the Participant's estate following the Participant's death), adjust any or all of (i) the method of calculating the Nets Sales Proceeds, Total Units, or Payout Price; and (ii) the number of Stock Appreciation Units subject to outstanding awards.

6. GRANT OF STOCK APPRECIATION UNITS.

- a. **Grant of Stock Appreciation Units** Stock Appreciation Units may be granted to Participants by the Administrator at any time during the term of this Plan in the sole discretion of the Administrator. Each grant of Stock Appreciation Units shall be evidenced by an Award Agreement.
- b. **Award Agreements.** An Award Agreement evidencing the grant of Stock Appreciation Units to a Participant shall be in such form and shall contain such terms and conditions as the Administrator shall deem appropriate; provided that, the terms and conditions of separate Award Agreements may change from time to time, and the terms and conditions of separate Award Agreements need not be identical for all recipients. Unless an Award Agreement provides otherwise, each Award Agreement shall include (through incorporation of provisions hereof by reference in the agreement or otherwise) the substance of each of the following provisions:
 - i. **Consideration.** No consideration shall be paid by a Participant for the Stock Appreciation Units.
 - ii. **Amount of Payment on Stock Appreciation Units.** Upon the occurrence of a Liquidity Event, the amount, if any, to be paid to a Participant shall equal the number of his or her Stock Appreciation Units, multiplied by the Payout Price applicable to such Stock Appreciation Units. Upon any Liquidity Event, and completion of payments made to the Participants under the respective Award Agreements, this Plan and all Award Agreements shall automatically terminate and shall be of no further force or effect and all rights of Participants thereunder shall expire.
 - iii. **Form of Payment of Stock Appreciation Unit.** Payment of Stock Appreciation Units shall be made in a form determined by the Administrator, which may include cash, securities, or any combination thereof, as determined by the Administrator.
 - iv. **Time of Payment on Stock Appreciation Units.** No payment on the Stock Appreciation Units shall be made to a Participant prior to the occurrence of a Liquidity Event. The date for the payment of the Stock Appreciation Units shall be a date following the Liquidity Event as reasonably determined by the Administrator. In addition, any payment on the Stock Appreciation Units may be conditioned on RocketClub's timely receipt (as determined by the Administrator) of such tax certifications, contact information, bank account information and such other information from a Participant as reasonably requested by the Administrator to facilitate such payment or comply with applicable laws.

- v. **Forfeiture.** All Stock Appreciation Units of a Participant shall automatically and immediately be forfeited, terminated, and cancelled without notice thereof if the Participant (A) violated the provisions of the Award Agreement or any employment or service agreement, license agreement, confidentiality agreement, or similar agreement with RocketClub or the Campaign Company, as then in effect, (B) committed tortious conduct rising to the level of gross negligence or willful misconduct in the course of its service with RocketClub which conduct the Administrator reasonably determines has a material adverse effect on RocketClub, the Project or the Campaign Company, (C) committed an act of dishonesty or disloyalty involving RocketClub or the Project, (D) violated any federal, state or local law, which the Administrator reasonably determines would adversely affect RocketClub, the Project or the Campaign Company, or (E) committed any crime such that the Administrator reasonably determines the Participant's engagement or affiliation with RocketClub, the Project or the Campaign Company would cause reputational damage thereto. All determinations under this Section 6(b)(v) shall be made by the Administrator in its sole and absolute discretion.
- vi. **Transferability.** A Participant's Stock Appreciation Units shall not be transferable or assignable (except back to RocketClub) except by will or the laws of descent and distribution and in no event shall RocketClub be required to recognize any transfer. A Participant's Stock Appreciation Units shall be payable during the lifetime of the Participant only to the Participant.

7. LEGAL COMPLIANCE.

RocketClub shall seek to obtain from each U.S. regulatory commission or agency having jurisdiction over the Plan such authority as may be required to grant Stock Appreciation Units under this Plan; provided, however, that this undertaking shall not require RocketClub to register the Plan or any Stock Appreciation Units under the Securities Act. If, after reasonable efforts, as determined by the Administrator in its sole and absolute discretion, RocketClub is unable to obtain from any such U.S. regulatory commission or agency the authority which counsel for RocketClub deems necessary for the lawful issuance of the Stock Appreciation Units under the Plan or any cash bonus payment thereon, RocketClub and the Administrator shall be relieved from any liability for failure to grant any Stock Appreciation Units under this Plan or make any cash bonus payment thereon unless and until such authority is obtained, provided that neither RocketClub or the Administrator shall have any obligation to seek such authority following such reasonable efforts.

8. SOURCE OF FUNDS FOR PAYMENT ON STOCK APPRECIATION UNITS.

The source of the funds to pay the value of Stock Appreciation Units shall come from, and only from, the Net Sales Proceeds from a Liquidity Event.

9. AMENDMENT OF THE PLAN AND STOCK APPRECIATION UNITS.

- a. **Amendment of Plan and/or Award Agreements** Subject to Section 9(b), the Administrator

may, without the consent of any Participant, at any time, and from time to time, amend or alter the Plan and/or any Award Agreements in its sole and absolute discretion.

- b. **No Impairment of Rights.** Rights under any Stock Appreciation Units granted before amendment of the Plan and/or any Award Agreement shall not, except as otherwise provided herein, including without limitation under Section 7, be impaired by any amendment of the Plan and/or the Award Agreement unless approved by Participants holding a majority in interest of the issued and outstanding Stock Appreciation Units.

10. TERMINATION OF SUSPENSION OF THE PLAN.

- a. **Plan Term** Unless sooner terminated, the Plan and each Award Agreement and all rights of Participants hereunder and thereunder shall terminate in their entirety and shall be of no further force or effect upon the earlier of (i) any Liquidity Event and the completion of all payments to Participants under this Plan, and (ii) such time when there are no Stock Appreciation Units issued and outstanding under this Plan.
- b. **Plan Termination or Suspension; No Impairment of Rights.** Except as otherwise provided in Sections 7, 9 and 10(a), the Administrator may, in its sole discretion, suspend or terminate the Plan at any time; provided, however, that the suspension or termination of the Plan shall not impair rights and obligations under any then issued and outstanding Stock Appreciation Units except with the written consent of Participants holding a majority in interest of the then issued and outstanding Stock Appreciation Units.

11. CHOICE OF LAW.

The law of the State of California shall govern all questions concerning the construction, validity and interpretation of this Plan, without regard to such state's conflict of laws rules.

12. MISCELLANEOUS.

- a. **Continuance of Rights.** All unexpired and non-forfeited awards of Stock Appreciation Units under the Plan shall continue in full force and effect after termination of the Plan except as they may lapse, be terminated by their own terms and conditions or be forfeited in accordance with the terms hereof. Further, to the extent set forth in the Plan, the authority of the Administrator to amend, alter, adjust, suspend, discontinue or terminate any award, or to waive any conditions or restrictions with respect to any award, and the authority of the Administrator to administer and amend the Plan and Award Agreements, shall extend beyond the termination date of the Plan.
- b. **No Stockholder Rights.** No Participant shall be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of the common stock or preferred stock of RocketClub. No Participant shall be entitled to any voting rights or to receive any dividends with respect to any Stock Appreciation Units. The grant of Stock Appreciation Units shall not be construed as giving the Participant any interest other than as provided in this Plan.

- c. **No Employment or other Service Rights.** No provision in this Plan or any Award Agreement or the grant of Stock Appreciation Units pursuant thereto shall confer upon any Participant any right to continue to serve RocketClub or an Affiliate in the capacity in effect at the time the Stock Appreciation Units were granted or shall affect the right of RocketClub or an Affiliate to terminate: (i) the employment of an Employee with or without notice and with or without cause, or (ii) the service of a Consultant pursuant to the terms of such Consultant's agreement with RocketClub or an Affiliate.
- d. **Compliance with Laws.** RocketClub may, upon advice of counsel to RocketClub, impose additional conditions and restrictions on the Stock Appreciation Units to the extent necessary or appropriate to comply with applicable laws, including without limitation securities laws.
- e. **Withholding Obligations.** Any payment under this Plan shall be subject to deduction for any applicable federal, state, foreign or local tax or other withholding obligation. Further, if the amount so withheld is insufficient for such purpose, then RocketClub may require the Participant (or his or her estate) to pay to RocketClub, upon its demand, or otherwise make arrangements satisfactory to RocketClub for the payment of, such amount as may be requested by RocketClub in order to satisfy its obligation to withhold any such taxes.
- f. **Offset Permitted.** Notwithstanding any provision of the Plan to the contrary, RocketClub shall have the right to reduce and offset any payment to which a Participant (or his or her estate or other transferee) is entitled hereunder by the amount of any debt or other amount owed to RocketClub or an Affiliate by the Participant at the time of such payment.
- g. **No Trust Created.** Nothing contained in this Plan and no action taken pursuant to its terms shall create or be construed to create a trust of any kind, or a fiduciary relationship between RocketClub, the Administrator or the Board and the Participant, his or her estate, or any other person. Participants and any other person who has rights under this Plan have the status of general unsecured creditors of RocketClub. The Plan constitutes a mere promise by RocketClub to make payments in the future. To the extent that any person acquires a right to receive payments from RocketClub under the Plan, such right shall be no greater than the right of any unsecured general creditor of RocketClub. It is the intention of RocketClub that the arrangements hereunder be unfunded for tax purposes and for purposes of Title I of ERISA.
- h. **Severability.** If any particular provision of the Plan is found by final judgment of a court or administrative tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provision shall not affect any other provision of the Plan and the other provisions of the Plan shall remain in full force and effect.
- i. **Terms of Plan Govern.** In the event of any conflict between the terms of a Participant's Award Agreement and the Plan, the terms of the Plan shall govern.

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